



**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES**

**WORKFORCE INVESTMENT ACT YOUTH PROGRAM
OUT-OF-SCHOOL YOUTH
STATEMENT OF WORK**

EXHIBIT A-1

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**WORKFORCE INVESTMENT ACT (WIA)
TITLE I YOUTH PROGRAM
EXHIBIT A: STATEMENT OF WORK
OUT-OF-SCHOOL YOUTH (OSY)**

1.0 SCOPE OF WORK

1.1 Introduction

- 1.1.1 As further detailed in subsequent sections herein, this Statement of Work (SOW) defines the minimum required tasks for the provision of services to Out-of-School Youth (OSY) enrolled in the Workforce Investment Act (WIA) Title I Youth Program. Contractor(s) is obligated to provide the services described herein. The County has established a cost-reimbursement agreement with Contractor(s) for services provided.
- 1.1.2 Contractor(s) shall provide comprehensive WIA Youth Title I Program services that target Youth ages 17-21, through a network of collaborative and strategic partners as defined in *Section 1.4, Collaborative Partners and Section 1.5 Youth Services Operator Responsibilities*. The Youth Services Operator shall be co-located with a designated County funded American Job Center of California (AJCC), satellite or affiliate, within 12-24 months of Work Order execution, or at the direction of the county.
- 1.1.3 Contractor(s) shall provide eligible Youth with an objective, comprehensive educational and employability assessment. This process is intended to assist Youth in identifying strengths, transferable skills, interests, work values, and priorities. This objective assessment process underlies the development of an Individual Service Strategy (ISS), as defined in *Section 2.4, Individual Services Strategy* which serves as each Youth's plan for services.
- 1.1.4 Contractor(s) shall provide integrated workforce services and outcome-driven performance in the area of engaging disconnected Out-of-School youth (OSY) in education and unsubsidized job placement. Services provided to Youth shall support their ISS and the specific performance measures outlined in *Section 2.11, Performance Measures and Standards/Goals*.
- 1.1.5 An OSY is defined as a categorically eligible Youth who is a school dropout; OR who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.
- 1.1.6 A Disconnected Youth is defined as having one (1) or more of the following characteristics: Foster Care Youth, Probation Youth, CalWORKS/TANF, General Relief Youth, Homeless Youth, Disabled Youth, and Females seeking non-traditional occupations.

1.2 Service Areas throughout the County: Exhibit AA-1, WIA Title I Youth Program Service Areas, reflects the cities/areas of highest need within each Supervisorial District where WIA Title I Youth services shall be focused.

- 1.2.1 Contractor(s) shall provide services to eligible Youth that reside in the awarded area, or Supervisorial District

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1.2.1.1 Contractor(s) may waive this restriction if the youth is currently a Probation or Foster youth.

1.2.2 The facility must provide a safe, comfortable, Youth friendly environment where Youth and professional staff can interact;

1.2.3 The facility shall be accessible by public transportation, provide a safe environment, and meet the full requirements set forth by the American with Disabilities Act of 1990 (ADA);

1.2.4 The facility shall provide access to computers and other appropriate educational resources;

1.2.5 The facility shall be easily accessible to the Youth served and employers;

1.2.6 The facility shall maintain acceptable standard hours of operation between 8:00 a.m. and 5:00 p.m., Monday through Friday, particularly after-school.

1.2.6.1 Contractor(s) shall have the flexibility to maintain youth-friendly hours beyond the standard hours of operation including after-school, evenings and weekends, if necessary.

1.3 Collaborative Partners

1.3.1 Contractor(s) must establish a collaborative partnership consisting of a minimum of one representative from each of the following key agencies:

1.3.1.1 Adult Education and Community Colleges as directed by County;

1.3.1.1.1 For the purpose of this Work Order, the collaboration with Adult Education and Community Colleges is able to develop relationships to ease the transition of youth, once they become eligible, into Adult programs and services.

1.3.1.2 Juvenile justice agencies as directed by County;

1.3.1.3 Private for profit business partners in high growth industries, as described in *Section 2.6*, and as directed by County;

1.3.1.4 Job Corps; and

1.3.1.5 County-funded American Job Center of California (AJCC), satellite or affiliate.

1.3.1.6 County Departments that support Disconnected Youth including Children and Family Services, Probation, Public Social Services and otherwise as directed by the County.

1.3.2 The Collaborative Partners must meet on a monthly basis.

1.4 Contractor(s) Responsibilities

The responsibilities of a Contractor include, but are not limited to the following:

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- 1.4.1 Develop and coordinate a single system of service that incorporates and make available at a minimum the 10 Core Elements of services pursuant to *Section 2.5*;
- 1.4.2 Contractor(s) shall establish and maintain relationships with the key partners as defined in *Section 1.4.1* to achieve the following:
 - 1.4.2.1 Provide after school activities to address the 10 Core Elements, mentoring, leadership, etc.
 - 1.4.2.2 Recover and re-engage OSY, in the area(s) to be served, towards education, employment opportunities and to redirect OSY to a career pathway in high growth industries, as referenced in *Section 2.6*;
 - 1.4.2.3 Work with other County departments and partners to identify Disconnected Youth;
 - 1.4.2.4 Collaborate with employers, education and other partners to connect OSY with a path to professional growth in high growth industries, as referenced in *Section 2.6*; and
 - 1.4.2.4.1 Partner with approved apprenticeship and pre-apprenticeship programs through the California Department of Industrial Relations.
 - 1.4.2.4.2 Collaborate with private, for profit and non-profit organizations and professional industry associations in high growth sectors to:
 - 1.4.2.4.2.1 Identify possible worksites for subsidized and unsubsidized employment;
 - 1.4.2.4.2.2 Increase Youth understanding of career pathways through job shadowing, career days and job fairs.
 - 1.4.2.5 Place emphasis on reaching out to Youth through but not limited to community-based organizations, faith-based organizations, parks, libraries, and Youth organizations
- 1.4.3 Procure and ensure the timely execution of any needed sub-contractor agreements that meet federal, State and County procurement requirements. It is expected that any subcontracts that may be needed will be executed within 30 days of Work Order execution with the County. Subcontractors shall be limited to Southern California only. All proposed subcontracts must receive prior written approval from County.
- 1.4.4 Oversee the day-to-day operation of the Youth Services Operator (i.e. Contractor) site, including but not limited to: securing the resources and personnel necessary to ensure effective program performance; performing annual fiscal reviews and programmatic audits;

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- 1.4.5 Ensure that Youth Services personnel responsible for fiscal matters have the demonstrated experience and ability to understand and comply with all current relevant accounting guidance and principles, including, but not limited to the following principles: cost allocation plans, Generally Accepted Accounting Principles (GAAP), County fiscal policy, LACWIB policy, WIA regulations including but not limited to accrual reporting, applicable Office of Management Budget (OMB) regulations and related fiscal regulations and requirements;
 - 1.4.6 Comply with all applicable federal, State and County policies and regulations including but limited to: informational bulletins, directives, and site visit reports; and
 - 1.4.7 Contractor(s) shall be ready to enroll and provide services to additional eligible Youth as required by County.
- 1.5 Data Tracking and Reporting
- 1.5.1 Contractor(s) shall track the progress of Youth by properly recording all Youth activity in the County authorized and approved CalJOBS System(s) and any other Management Information System (MIS) system pursuant to Section 9.0 and as directed by the County.
 - 1.5.2 Contractor(s) shall utilize the required WIA forms as referenced in the “WIA Jobs Tracking Activity (JTA) System Clients Forms Handbook” to record Youth eligibility and activity.
 - 1.5.3 Contractor(s) shall input CalJOBS data into the statewide automated system within one (1) business day once a youth has been deemed eligible for the WIA Title I Youth Program and each time services have been provided.
 - 1.5.3.1 Contractor(s) shall also input CalJOBS data into the LACWIB’s automated system within one (1) business day.
 - 1.5.4 Contractor(s) shall continuously update Youth data in the required MIS system(s) as the data becomes available (i.e., activity progresses, Youth status changes) but no later than one (1) business day after the information is known.
 - 1.5.5 Contractor(s) shall ensure that proper documentation in case files is maintained regularly including but not limited to: appropriate hard copies of eligibility documents, MIS forms and case notes.
 - 1.5.6 Contractor(s) shall ensure that case files are consistent and maintained according to County policy and procedures, including retention policies.
 - 1.5.6.1 Contractor(s) shall ensure that sensitive Youth materials are kept under lock and key in a safe location on the premises in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) regulations.

2.0 SPECIFIC TASKS

2.1 Program Focus on Out-of-School Youth (OSY)

2.1.1 Contractor(s) shall ensure that integrated workforce services are available and accessible to 100 eligible OSY between the ages of 17-21.

2.1.2 Contractor(s) shall set the goals for OSY in accordance with *Section 2.7.2*

2.1.2.1 Contractor(s) shall ensure that 77% of OSY exits are placed in employment or post-secondary education and 65% of OSY exits attain a degree or credential;

2.1.2.2 Contractor(s) shall ensure that 59% of OSY exits improve literacy/numeracy skills.

2.1.3 Contractor(s) shall provide the following services with a focus on subsidized employment to OSY, as needed and assessed:

2.1.3.1 Outreach, intake, and orientation to the services and information available through the One-Stop delivery system;

2.1.3.2 Assessment of skill levels, aptitudes, abilities, and Supportive Service needs, as described in *Section 2.5.3*;

2.1.3.3 Job search and placement assistance;

2.1.3.4 Career counseling;

2.1.3.5 Accurate Labor Market Information (LMI) and statistics (local, regional and national market areas) not limited to but including:

2.1.3.5.1 Use of the *California Reality Check* as a tool to introduce Youth to LMI data in an innovative manner. <http://californiarealitycheck.com/>;

2.1.3.5.2 Job vacancy listings in such labor market areas;

2.1.3.5.3 Information on job skills necessary to obtain employment;

2.1.3.5.4 Information relating to local occupations in demand and the earnings and skill requirements for such occupations;

2.1.3.5.5 Performance information and program cost information on eligible providers of: training services, Youth activities, adult education, post-secondary vocational education activities, and vocational education activities available to school dropouts;

2.1.3.5.6 Information on describing how the local area is performing on the local performance measures;

2.1.3.5.7 Accurate information relating to the availability of, and referral to, Supportive Services (as defined in *Section 2.5.3*) including but not limited to childcare and transportation;

- 2.1.3.5.8 Provision of information regarding filing claims for unemployment compensation;
- 2.1.3.6 Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIA and are available in the local area; and
- 2.1.3.7 Follow-up Service: including work related and career counseling for individuals placed in unsubsidized employment.
- 2.1.4 Contractor(s) shall ensure that 25% of OSY Youths must be co-enrolled in an appropriate WIA Adult program as an adult to meet individual goals once WIA Adult eligibility is determined. Only older youth, ages 18-21 qualify for WIA Adult program services and can be co-enrolled in the youth and adult programs.
- 2.1.5 Contractor(s) shall develop outreach strategies to recover and re-engage OSY towards education, employment opportunities and to redirect OSW to a career pathway in high growth industries, as referenced in *Section 2.6*.
- 2.1.6 For purposes of the WIA Title I OSY Program, 50% of Youth enrolled must be Disconnected OSY made up of the following populations:
 - 2.1.6.1 Foster Care Youth
 - 2.1.6.1.1 Contractor(s) shall provide priority of service for Foster Care Youth and emancipated Foster Youth with a clearly defined program design for serving this target population that leads to self-sufficiency. Contractor(s) must coordinate with the Los Angeles County Department of Children and Family Services for referrals and coordinated services in accordance with WIA Youth Directives, Bulletins and policy. Foster Care Youth are further defined at <http://dcfs.co.la.ca.us/aboutus/services.html>
 - 2.1.6.2 Probation Youth
 - 2.1.6.2.1 Contractor(s) shall provide priority of service for Probation Youth. Contractor(s) must have a clearly defined program design for serving Probation Youth that leads to self-sufficiency. Contractor(s) must coordinate with the Los Angeles County Probation Department for referrals and coordinated services in accordance with WIA Youth Directives, Bulletins and policy. Probation Youth are further defined at <http://probation.lacounty.gov/about/jssbasps>
 - 2.1.6.3 CalWORKs/Temporary Aid to Needy Families Youth
 - 2.1.6.3.1 Contractor(s) shall provide priority of service for CalWORKs/TANF Youth with a clearly defined program design for serving this target population that leads to self-sufficiency. Contractor(s) must

coordinate with the Los Angeles County Department of Public Social Services for referrals and coordinated services in accordance with WIA Youth Directives, Bulletins and policy. Youth are further defined at <http://www.ladpss.org/dpss/aclworks/default.cfm>

2.1.6.4 General Relief Youth

2.1.6.4.1 Contractor(s) shall provide priority of service for General Relief Youth with a clearly defined program design for serving this target population that leads to self-sufficiency. Contractor(s) must coordinate with the Los Angeles County Department of Public Social Services (DPSS) for referrals and coordinated services in accordance with WIA Youth Directives, Bulletins and policy. General Relief Youth is further defined at <http://dpss.lacounty.gov/dpsss/GR/default.cfm>

2.1.6.5 Homeless Youth

2.1.6.5.1 Contractor(s) shall establish priority of service for Homeless Youth. Contractor(s) must have a clearly defined program design for serving Homeless Youth that leads to self-sufficiency. Contractor(s) must coordinate with DPSS for referrals and coordinate services to Homeless Youth in accordance with WIA Youth Directives and Bulletins, State and federal regulations, appropriate Laws and local County and LACWIB policy and regulations.

2.1.6.6 Disabled Youth

2.1.6.6.1 Contractor(s) shall establish priority of services for Disabled Youth. Disabled Youth shall mean an individual with one or more of the following:

- A physical, cognitive or mental impairment that substantially limits one or more of the major life activities of such an individual;
- A record of such and impairment; and/or
- Being regarded as having such impairment.

2.1.6.7 Females Seeking Non-Traditional Occupations (Youth)

2.1.6.7.1 Contractor(s) shall establish priority of services for Females Seeking Non-Traditional Occupations. A Non-Traditional Occupation for women is one in which women comprise 25% or less of the total employment

for that occupation. This term is further defined at <http://www.dol.gov/wb/factsheets/nontra2007.htm>.

2.2 Program Eligibility

- 2.2.1 Contractor(s) shall determine eligibility based on the information attained during the initial assessment as described herein and in accordance with LACOD-WIAD08-44, the Eligibility Technical Assistance Guide [http://www.worksourcecalifornia.com/information/pdf/WIAD10-01-Eligibility%20Technical%20Assistance%20Guide%20\(July%202010\).pdf](http://www.worksourcecalifornia.com/information/pdf/WIAD10-01-Eligibility%20Technical%20Assistance%20Guide%20(July%202010).pdf)., and also as described in *Section 1.6.1*.

Eligibility for services in the County's WIA OSY Youth Program is limited to 17-21 years old, deemed to be low income Youth (*as defined by the 70% LLSIL Income Standards or Poverty Guidelines issued by the State and Federal Government. Note: the State of California Employment Development Department (EDD) publishes guidance every year. Refer to the current release.*), that meet all of the following criteria:

1. Is a citizen of the United States or an eligible non-citizen as determined by Right-to-Work requirements including the completion of Immigration and Naturalization Services (INS) form I-9;
2. Is a resident of an area served by the Los Angeles County Local Workforce Investment Area (LWIA);
3. Meets Right-to-Work requirements;
4. If a male between the ages of 18-21, is registered with Selective Service; and
5. Has one or more of the following barriers to employment:
 - a. Deficient in basic literacy skills (e.g. reading, writing, or computing math at or below eighth grade level);
 - b. School drop-out;
 - c. Homeless, runaway or foster child;
 - d. Parent or pregnant;
 - e. Offender (reentry); or
 - f. Requires "additional assistance" in which "An individual (including a Youth with disability) who requires additional assistance to complete an educational program, or to secure or hold employment" is defined as a Youth who has one or more of the following characteristics:
 - (i) Attending continuation school;
 - (ii) Low self-esteem and sense of self;
 - (iii) Involved in gang activities;
 - (iv) A substance abuser;

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- (v) Little or no family support or direction/negative role identification;
- (vi) Alienated by sexual preference;
- (vii) Physically or mentally challenged;
- (viii) An emancipated minor;
- (ix) Language or cultural barriers;
- (x) Emotional problems;
- (xi) At-risk of dropping out of school; or
- (xii) At least two grade levels below age.

2.2.2 Contractor(s) shall ensure that the Youth completes an application for services in accordance with *WIA Regulations CFR 663.105, 664.215*, and that eligibility requirements are met prior to the rendering of any service.

2.2.3 Contractor(s) shall utilize the definition of Basic Skills Deficient pursuant to *Exhibit B, Glossary of Terms and Acronyms*, only when determining if a Youth should be served under the “5% Window”. This window allows a limited number of Youth who are not economically disadvantaged and would otherwise benefit from participating in the WIA Title I Youth Program.

2.2.3.1 Contractor(s) shall request and receive County approval prior to any WIA enrollment under the 5% Window.

2.3 100% Assessments

2.3.1 Contractor(s) shall ensure that all enrolled Youth are assessed according to WIA regulations to determine basic academic skill level, vocational interests, work readiness, or occupational skills utilizing standardized instruments prior to services being provided.

2.3.1.1 As a means to satisfy the Youth Literacy and Numeracy Gains performance measure for basic skills deficient OSY and to record Youth test scores of basic skills deficient Youth, Contractor(s) shall enter the Youth data/information shall be input into the County authorized MIS according to *Section 1.5*.

2.3.2 Contractor(s) shall ensure active involvement of all enrolled Youth in developing specific goals that relates to the principles established in *Section 2.3.6*: within his or her ISS pursuant to *Section 2.4*;

2.3.3 Contractor(s) shall use a variety of methods and tools including questioning, observations, self-assessment checklists, worksheets, internet resources, and tools that assess the occupational and employability levels of all enrolled Youth;

2.3.4 Contractor(s) shall document and assess all enrolled Youths’ strengths, abilities, and environment (e.g., supportive parents or other family members, connection to the community through a faith-based organization, or assistance with child care);

- 2.3.5 Contractor(s) shall identify and document all challenges in enrolled Youths' lives, including homelessness, residing with a substance user, being in an unstable home environment, in order to determine if an enrollee needs Supportive Services (as defined in *Section 2.5.3*), such as transportation, child care assistance, or counseling services.
- 2.3.6 Contractor(s) shall use the following principles as a comprehensive framework for developing and conducting an effective assessment program:
 - 2.3.6.1 Use only reliable assessment instruments and procedures that have been approved by the National Reporting Agency <http://www.nrsweb.org/pubs/>;
 - 2.3.6.2 Use approved assessments including but are not limited to: Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment System (CASAS), and the Wonderlic test;
 - 2.3.6.3 Use assessment tools and processes that are appropriate for WIA Youths as specified in *Section 2.3.6.1*;
 - 2.3.6.4 Ensure staff is properly trained in assessment techniques and for the assessment tools being used;
 - 2.3.6.5 Where testing is utilized, ensure testing environment is suitable for all test takers;
 - 2.3.6.6 Ensure ADA accommodations are made available;
 - 2.3.6.7 Ensure that results are interpreted properly and in accordance with the standards of the psychometric assessment tool of choice; and
 - 2.3.6.8 Integrate assessment information with other knowledge about the enrolled Youth.
- 2.4 Individual Service Strategy (ISS)

For each enrolled Youth, Contractor(s) shall complete an ISS after WIA enrollment and prior to any WIA services being rendered. The ISS is an individualized service plan prescribed by the County for mandatory use without modification. As outlined in WIA section 129 (c)(1)(B), the ISS represents an individual plan for each young person that includes:

 - 2.4.1 An employment goal, including, when appropriate, employment in a non-traditional vocation;
 - 2.4.2 Appropriate achievement objectives, including educational goals and basic skills goals;
 - 2.4.3 Appropriate services and activities that take into account what is learned from the objective assessment;
 - 2.4.4 Contractor(s) shall provide Youth services that reflect and support the Youth's specific needs and goals as determined by the individual assessment as described in *Section 2.3*.

2.4.5 Contractor(s) shall continuously update these services in the Youth's ISS to accurately reflect and measure the individual's current progress while enrolled in the WIA program.

2.4.6 Contractor(s) shall ensure that the ISS is:

2.4.6.1 Developed jointly with the Youth;

2.4.6.2 An adaptable tool that can and will change over time, as necessary, to meet the needs of the Youth;

2.4.6.3 A roadmap to achieve measurable and attainable short-term and long-term goals; and

2.4.6.4 Reflects the Youth's interests and incorporates career pathway planning and related activities.

2.4.7 Contractor(s) shall use the standardized ISS developed by the County. The ISS cannot be modified without the County's expressed written consent.

2.4.7.1 Contractor(s) shall obtain prior written approval by County for any modification made to the prescribed ISS form.

2.4.8 Contractor(s) shall document all services and provide updates to each Youth's information on the ISS, no later than five (5) days after a service or activity is provided. Contractor(s) shall also update the MIS system in accordance with *Section 1.5* to reflect provision of ISS-specified or required services.

2.4.8.1 Contractor(s) shall ensure that each Youth sets at least one (1) goal per 12-month period.

2.5 Ten Core Elements

2.5.1 Contractor(s) shall design services using the Ten Core Elements pursuant to *Section 2.5* that will align with the County's and LACWIB's goals. In particular, distinctive services, as further explained below, shall be provided that will benefit Disconnected Youth as defined in *Section 1.1.6*.

2.5.2 Contractor(s) shall make available to OSY the following Ten Core Elements:

1) Tutoring, study skills training, and instructions leading to secondary school completion, including dropout prevention strategies;

2) Alternative secondary school services;

3) Paid and unpaid work experience (including internships, On-the-Job Training and job shadowing);

4) Occupational skills training;

5) Leadership development opportunities such as activities that encourage positive social behavior, soft skills decision-making, teamwork and other related activities**;

6) Supportive Services (*as defined in Section 2.5.3*);

- 7) Adult Mentoring for a minimum of 12 months**;
- 8) Guidance and Counseling, which can include drug and alcohol abuse counseling and referrals;
- 9) Mandatory 12-month post-participation follow-up services pursuant to *Section 2.5.4*; and
- 10) Summer Employment services.

**Leadership and Mentoring are considered essential to the development of Youth. Contractor(s) must provide either Leadership development AND/OR Adult Mentoring services to all OSYs.

2.5.3 Supportive Services

Contractor(s) shall provide Supportive Services as defined in WIA Section 664.440, which is intended to assist the Youth in completing a WIA activity and can be provided during Follow-up. Supportive Services include but are not limited to the following:

- 1.) Assistance with transportation;
- 2.) Assistance with child care and dependent care;
- 3.) Assistance with housing;
- 4.) Assistance with uniforms or other appropriate work attire; and
- 5.) Work related tools including protective eyewear and glasses.

2.5.4 Follow-up Services

2.5.4.1 Contractor(s) shall provide a minimum of 12 months of follow-up after a Youth exits from the Program. The level and nature of follow-up services must be individualized, documented and determined on a case-by-case basis for each Youth.

2.5.4.2 Follow-up Services provide support and guidance after placement to facilitate:

- 2.5.4.2.1 Sustained employment and educational achievement;
- 2.5.4.2.2 Advancement along a job and/or educational ladder; and
- 2.5.4.2.3 Personal development.

2.5.4.3 Follow-up Services include a broad range of supports identified as effective approaches, including but not limited to:

- 2.5.4.3.1 Establishing a close, trusting relationship before and after placement;
- 2.5.4.3.2 Providing intensive support and case management during the first part of the follow-up period, since job loss and other setbacks may occur early in the post-program time period;
- 2.5.4.3.3 Providing engaging activities to help young people stay connected to program staff;

2.5.4.3.4 Maintaining contact with employers of Youth and providing the necessary support to both employers and Youth to ensure that Youth remain employed.

2.5.4.3.5 Providing Supportive Services, as appropriate

2.5.5 Follow-up Activities

Contractor(s) shall provide Follow-up Activities which refer to contacts or attempted contacts for the purpose of securing documentation for the case file in order to report a performance outcome. Follow-up Activities can assist with the provision of Follow-up services; however a Follow-up Activity is not considered a follow-up service and should not be recorded as such. Follow-up Activities may include, but are not limited to:

2.5.5.1 Leadership;

2.5.5.2 Linkages to community services;

2.5.5.3 Referrals to medical services;

2.5.5.4 Employer contact (including help with work-related problems, help with job advancement, career development and further education;

2.5.5.5 Peer support groups (work related);

2.5.5.6 Adult Mentoring;

2.5.5.7 Tracking employment progress.

2.5.6 Contractor(s) shall incorporate the federal requirement issued by the Secretary of Labor's Commission on Achieving Necessary Skills (SCANS) when providing any and all work-based component activities. Activities include but are not limited to the following exercises:

- Basic skills (written and oral)
- Occupational Skills
- Application completion and resume writing
- Job interview practice/technique
- Life Orientation/Life Skills
- Job search techniques
- Grooming and Proper Work Habits
- Good citizenship
- Work-based Learning

2.5.7 Case Management Strategy

2.5.7.1 Contractor(s) shall provide intensive case management that is distinctive to each individual OSY.

2.5.7.2 OSY strategies shall focus on re-engaging Youth with school or preparing them for unsubsidized employment through on the job training, paid work experience and other subsidized employment services and in accordance with *Section 2.7.4*

2.5.7.3 Contractor(s) shall ensure that staff meet with enrolled Youth at a minimum of twice per month and that this activity is documented clearly in the proper MIS system in accordance with *Section 7.2*.

2.6 Contractor(s) shall establish priority of service for Subsidized Employment Services for OSY in high growth industries to strengthen the ability to introduce Youth to career pathways and increase opportunities and options for subsidized and unsubsidized employment, paid internships, on the job training, apprenticeships and pre-apprenticeship training programs in high growth industries in the private sector, as well as in public and non-profit sectors. The following high growth industries have been identified by the Los Angeles County Workforce Investment Board:

- Healthcare;
- Construction;
- Hospitality and Tourism;
- Engineering and Green Jobs;
- Bio Technology;
- Transportation and Logistics;
- Finance; and
- Utilities.

2.6.1 Subsidized Employment Services include:

2.6.1.1 **Paid Work Experience** is defined as paid work in a public or private sector designed to introduce Youth who have little or no experience to the work environment. Depending on the needs of the Youth, the average work experience will be a minimum of 160 hours. The hourly rate for the Work Experience will be \$9.00, effective July 1, 2014.

2.6.1.2 **On-the-Job Training** (OJT) is defined as training by an employer that is provided to a paid participant while engaged in productive work in a job that:

2.6.1.2.1 provides knowledge of skills essential to the full and adequate performance on the job;

2.6.1.2.2 provides reimbursement to the employer of up to 50 percent of the wage rate of the participant depending on the size of the company, for the extraordinary costs of providing the training and additional supervision related to the training; and

2.6.1.2.3 is limited in duration as appropriate to the occupation for which the participant is being training, taking into account the content of the training, the prior work experience of the participant, and the services strategy of the participant, as appropriate.

2.6.1.2.4 Depending on the needs of the Youth, the average OJT may range from 3 (520 hours) to 6 (1040 hours) months. The hourly rate for the OJT will be determined by the rate of pay for entry level occupation (includes salary and benefits) in the given sector consistent with available data (EDD-LMI, ONET www.onetonline.org/find/career).

2.6.1.3 Contractor(s) shall be held to the Los Angeles County Directive #LACOD 13-04, “On-The-Job Training” at <http://www.worksourcecalifornia.com/information/pdf/LACOD%2013-04.pdf>

2.6.1.4 **Pre-apprenticeships/Apprenticeships** in key industry sectors including construction, hospitality and health care. Pre-apprenticeship opportunities can be paid from the Subsidized Employment Program. Apprenticeships are paid by the employer. The apprenticeships time frame will be in accordance with the industry standards. The hourly rate for the apprenticeship will be determined by the rate of pay for entry level staff in the sector (including salary and benefits) in the given sector consistent with available data (EDD-LMI, ONET www.onetonline.org/find/career).

2.6.2 Contractor(s) shall, at a minimum, expend 30% of program funds on Subsidized Employment activities during FY 14-15, and 30% of program funds during FY 15-16.

2.7 Performance Measures and Standards/Goals

2.7.1 Contractor(s) acknowledges WIA emphasizes performance accountability.

2.7.2 At the start of each Program Year (PY), performance standards or goals are set by the Department of Labor (DOL) Common Measures and LACWIB Contract Performance which Contractor(s) are required to meet. To evaluate the on-going performance of WIA programs, Contractor(s) will be required to participate in mandatory quarterly WIA Stats meetings (WIA Stats). WIA Stats shall be a forum to review and discuss how the Contractor(s) and system are performing according to DOL performance measures, as well as, additional performance measures derived by CSS, the LACWIB, and/or the BOS. WIA Stats shall also provide a venue to discuss and resolve programmatic issues as evidenced through data analysis and proven industry best practices.

2.7.2.1 Contractor(s)' Executive Director (ED), or equivalent, is required to attend WIA Stats. The ED may elect to send his/her backup when necessary.

2.7.2.2 Contractor(s) shall acknowledge that the DOL Common Performance Measures are calculated at the end of the PY. These measures include program data from multiple Program Years as they are used by the federal government to evaluate the efficacy of the WIA Program. The WIA Youth program performance is measured by the PY which begins on July 1st and ends on June 30th. The WIA OSY Program Performance Measures gauge five (5) key indicators:

- 1) Enrollments;
- 2) Exits from program;
- 3) Placement in employment or post-secondary education, or advanced training;

- 4) Attainment of a degree or certificate; and
- 5) Literacy and numeracy gains.

2.7.3 Contractor(s) must meet or exceed the measures for the WIA Youth Programs in Exhibit AA, WIA Title I In-School/Out-of-School Youth Program Cumulative Performance and Financial Goals.

Note: All County Directives may be accessed at:

WorkSourceCalifornia.com

2.7.4 Contractor(s) must be able to measure Youth outcomes by obtaining, tracking, measuring and reporting the performance data of the core indicators for its Youth activities as required by WIA and as indicated in *Section 1.5*. DOL, State, or County, in conjunction with the LACWIB, may establish additional performance measures that Contractor(s) must be prepared to comply with once the additional measures are promulgated.

2.7.4.1 Contractor(s) shall, at a minimum, be held to the yearly State of California Performance Requirements, regardless of when the State notifies the County of the performance numbers.

2.7.4.2 Contractor(s)' performance will be reviewed/compared to the standards in Exhibit AA, on a quarterly basis.

2.7.4.3 At 3/6/9 month review from award of Work Order, if Contractor(s) is not satisfactorily progressing, technical assistance will be provided and a Corrective Action Plan (CAP) requested.

2.7.4.4 At 12 months from award of Work Order, if annual performance goals are not met, Contractor(s) will be placed on probation in accordance with *Section 8.14, County's Quality Assurance Plan*, and advised that performance standards/satisfactory progress must be made at the end of 18 months or the Work Order will not be renewed after the initial 24 month term.

2.7.4.5 At 15 months from award of Work Order, if Contractor(s) is not satisfactorily progressing, technical assistance will continue and an additional CAP will be required.

2.7.4.6 At 18 months from award of Work Order, Contractor(s) that are not performing satisfactorily will be formally notified that they will not be renewed at the end of initial 24 month term. While reviews/technical assistance will continue through the period of this Work Order, a new Work Order will be released to solicit new provider for that service area.

2.7.4.7 Any Contractor deficiencies that County determines are severe or continuing which may place the performance of this Statement of Work and any amendments hereto in jeopardy if not corrected, may be reported to the County's Board of Supervisors CARD system.

2.7.4.8 Any such report as referenced in 2.7.4.7 above will include improvement/corrective action measures taken by the County and the Contractor.

2.7.4.9 Notwithstanding the performance requirements and corrective steps specified above, if improvement does not occur consistently with the corrective action measures, County may terminate a Work Order attached to this Statement of Work and the Master Agreement with the Contractor, and/or any amendments in whole or in part, or take other action as specified in the Master Agreement.

2.8 California Awards for Performance Excellence (CAPE) Certification

Contractor(s) shall be certified through the California Awards for Performance Excellence (CAPE) Program at the time of co-location. The CAPE Program exists to help California organizations in all sectors continuously improve through a Baldrige-based performance evaluation program. The program has been in existence for 18 years and has helped hundreds of organizations improve performance. In addition, CAPE offers organizations forums to share best practices through the annual awards conference and through regional councils. Additional information regarding CAPE certification can be found at cce@calexcellence.org.

3.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

3.1 Contractor(s) shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of this Work Order and the terms of the Master Agreement are met. A copy must be provided to the Department's Contracts Management Manager (CMM) on the Work Order start date and as changes occur. The original QAP and any revisions thereto, shall include, but not be limited to, the following:

3.1.1 Methods used to ensure that the quality of service performed fully meet the performance requirements set forth in this *Exhibit A, Statement of Work*. Contractor(s) shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable including a reporting protocol notifying the CMM of any identified performance requirement issues within 24 hours of discovery.

3.1.2 Methods for ensuring uninterrupted service to County in the event of a strike by Contractor(s)' employees or any other potential disruption in service.

3.2 If Contractor(s) performance requirements are not met, the CMM may, in addition to all other remedies available under this Work Order, telephone Contractor(s) to alert Contractor(s) of a deficiency; send Contractor(s) a User Complaint Report (UCR), or both. Contractor(s) shall respond to a telephone deficiency complaint within one (1) hour and respond to a UCR within twenty-four (24) hours of receipt.

3.3 Contractor(s) shall not utilize any employee or Sub-contractor whose work has been deemed deficient and unacceptable by the CMM.

3.4 Contractor(s) shall report any staff changes including separations and new hires to the CMM within 3 business days of the occurrence. In addition, for new hires, Contractor(s) shall include a current resume as part of the notification to County.

4.0 CONTRACTOR(S) STAFF

- 4.1 General Requirements: With the one exception in Section 4.2, Contractor(s) has the discretion to determine the appropriate levels of staff, with the appropriate education, experience, and qualifications to carry out the requirements of the WIA Title I Youth Program. The total number of staff shall be based on the method and level of Services provided. All staff qualifications are subject to an annual review by the Los Angeles County Auditor-Controller.
 - 4.1.1 Contractor(s) shall operate continuously throughout the entire term of this Work Order with at least the minimum staff set forth in the Staffing Plan provided in the Budget Narrative, submitted as part of the Work Order Bid Package, as well as any other applicable staffing requirements established by County for the Contractor(s) necessary to provide Services hereunder. Such personnel shall meet all qualifications in this Work Order, as well as those provided by County through Work Order Amendments, Administrative Directives and Program Policy Memorandums.
 - 4.1.2 Contractor(s) shall ensure that Contractor(s) staff is available to all Youth, potential Youth, referral sources, as well as to County, on a minimum five-day-a-week (Monday through Friday) basis (not including County recognized holidays). Contractor(s)' office shall be open a minimum of eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. The Contractor(s) shall also ensure that live telephone contact with Contractor(s) staff is available to Youth, potential Youth, as well as the County, during the Contractor(s) hours of operation. Contractor(s) shall also ensure that each Contractor(s) site has a telephone answering machine or voice mail system in place during off-business hours. Contractor(s)' staff shall check and respond to all messages in a timely manner.
 - 4.1.3 Contractor(s) shall always have an employee with the authority to act on behalf of Contractor(s) available during work hours.
 - 4.1.4 Contractor(s) must retain satisfactory evidence on file that its staffing is adequate to meet the objectives of the OSY program. All staffing documents shall be held in accordance with the Record Retention requirements outlined in the Master Agreement Paragraph 8.37, Record Retention and Inspection/Audit Settlement.
- 4.2 ACCOUNTING STAFF- Contractor(s) staff shall include at a minimum one full time accounting staff.
 - 4.2.1 Responsibilities: The Accounting staff will be responsible for all fiscal matters related to the Program.
 - 4.2.2 Minimum Education, Experience and Qualifications:
 - 4.2.2.1 Ability to speak/read/understand English fluently;
 - 4.2.2.2 Bachelor's degree from an accredited university in Accounting or Business Finance;
 - 4.2.2.3 **-AND-**one year of accounting experience at a level distinguished by the responsibility for performing the fiscal functions relating to federal grants management.

- 4.2.2.4 Ability and experience in reporting accruals;
- 4.2.2.5 Ability and experience in the development of cost allocation plans;
- 4.2.2.6 Ability and experience interpreting and executing the accounting, fiscal, and policy requirements and directives required to properly execute WIA Title I Youth Program services, including, but not limited to: Office of Management and Budget regulations (OMBs), Generally Accepted Accounting Principles (GAAP), applicable Code of Federal Regulations (CFRs) sections, and Generally Accepted Government Auditing Standards (GAGAS);
- 4.2.2.7 Ability and experience interpreting County fiscal policies, local LACWIB policies and Directives, and WIA regulations.

4.3 MULTILINGUAL CAPABILITIES OF CONTRACTOR(S)' STAFF

- 4.3.1 Contractor(s) must seek to provide Services in the primary/native language of the WIA Title I Youth Program Youths with limited or no English speaking capabilities, to better serve the communities served by Contractor(s). Contractor(s) shall make efforts to employ employees and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Contractor(s) shall not require any WIA Title I Youth Program Youths to provide his/her own interpreter.
- 4.3.2 Contractor(s) must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor(s) must seek to hire qualified staff that is multilingual and/or multicultural to better reflect the communities served by Contractor(s). In addition, Contractor(s) and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor(s) must also develop effective linkages with various ethnic, health and social service agencies for the benefit of WIA Title I Youth Program Youths to reflect the ethnic and cultural needs of the community being served.

4.4 USE OF VOLUNTEER SERVICES

Volunteers may be recruited, trained and used by Contractor(s) to expand the provision of WIA Youth Program Services. Volunteers must be appropriately qualified for the responsibilities Contractor(s) intends to assign them to prior to beginning those responsibilities. Volunteers shall be solely the responsibility of Contractor(s), and shall report to the Operations Manager, or equivalent position, or another employee of Contractor(s) as designated by the Operations Manager. If possible, Contractor(s) shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or Youths (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in a community service setting.

5.0 CO-LOCATION OF SERVICES

- 5.1 Contractor(s) shall be co-located at a designated County funded AJCC, satellite or affiliate to provide a wider range of services that will allow Youth accessibility to adult employment and training services as follows:

- 5.1.1 Within 12-24 months of Work Order execution, at the County's direction; and;
- 5.1.2 Co-location is defined as:
 - 5.1.2.1 Sharing the same physical space or building;
 - 5.1.2.2 Sharing operational costs or non-personnel expenses including, but not limited to, rent, security services, utilities, common areas, ground maintenance etc.

6.0 FISCAL REQUIREMENTS

6.1 LEVERAGING

- 6.1.1 Consistent with SB 734 http://www.leginfo.ca.gov/pub/11-12/bill/sen/sb_0701-0750/sb_734_bill_20111006_chaptered.pdf and pursuant to EDD Directive Number, WSD12-3 http://www.edd.ca.gov/Jobs_and_Training/pubs/wsd12-3.pdf, the State guidelines emphasize that leveraging is a principle for all WIA Title I programs. As a result, matching, cost sharing, and cash contributions from the Contractor(s), or any other collaborative partner(s) is a critical element.
 - 6.1.1.1 Contractor(s) shall leverage a minimum of 25% (\$125,000) from non-WIA funded activities to increase the amount of services provided to Youth and broaden the impact of the program itself. Of the total leverage amount, 50% must be cash and 50% can be in-kind /leveraged resources, and will be verified by the County.
 - 6.1.1.2 Leveraged resources can include a wide range of in-kind and non-WIA funded benefits from personnel, volunteers, facilities, materials and direct participant costs paid from other public and private resources. Public resources can include co-enrollment in other federal funded programs, private grants, paid internships, supervisor hours, public educational instructional services, donated materials, etc.
 - 6.1.1.3 Contractor(s) shall utilize 30% of WIA Title I Youth Program funds for participant wages for FY 2014-15, Participant wages include subsidized employment services for ISY and OSY in high-growth industries to strengthen the ability to introduce youth to career pathways and increase opportunities and options for subsidized and unsubsidized employment, paid internships and on-the-job training programs in high-growth industries in the private sector, as well as in the public and non-profit sectors.

6.2 Contractor(s) Indirect Costs

- 6.2.1 Indirect Costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of Indirect Costs include, but are not limited to: salaries, employee benefits, supplies and other costs related to general administration of the organization and salaries and expenses of executive officers, personnel administration and accounting.

- 6.2.2 If Contractor(s) requests payment for Indirect Costs, Contractor(s) shall retain on file an approved Indirect Cost Rate of a Cost Allocation Plan, as defined in *Section 6.3* below, documenting the methodology used to determine Indirect Costs. Such records shall be maintained in accordance with record retention policies outlined in Master Agreement, Paragraph 8.37, Record Retention and Inspection/Audit Settlement.

6.3 Cost Allocation Plan

- 6.3.1 Contractor(s) shall submit an annual organization-wide Cost Allocation Plan pursuant to the requirements outlined herein. The Cost Allocation Plan shall be prepared in accordance with County instructions and applicable OMB Circulars, as well as any other applicable federal, State or County laws or regulations, and, at a minimum shall include the following:

- 6.3.1.1 Contractor(s) general accounting policies, including:

- 6.3.1.1.1 Basis of accounting

- 6.3.1.1.2 Fiscal year

- 6.3.1.1.3 Method for allocating Indirect Costs (e.g., simplified, direct, multiple, negotiated rate, etc.)

- 6.3.1.2 Contractor(s) Authorized Representative shall sign the Cost Allocation Plan, certifying the accuracy of the Plan.

- 6.3.1.3 Indirect Cost Rate Allocation Base

- 6.3.1.3.1 The Contractor(s)' Direct and Indirect Costs (by category) and describing the cost allocation methodology for each category.

- 6.3.1.3.2 The Contractor(s)' Cost Allocation Plan shall support the distribution of any joint costs with other funding sources related to the tasks and activities of this Work Order. All costs included in the Cost Allocation Plan will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Contractor(s) acknowledges that budget allocations are not adequate documentation.

- 6.3.1.4 Contractor(s) shall submit a Cost Allocation Plan to County's Contract Manager, identified by Fiscal Year, as follows:

- 6.3.1.4.1 Contractor(s) shall submit the Cost Allocation Plan within sixty (60) days of execution of this Work Order. County has developed a sample Cost Allocation Plan; Contractor(s) may request a copy thereof upon providing a written request to County's Contract Manager.

- 6.3.1.4.2 Annually, Contractor(s) shall also submit a new Cost Allocation Plan to County's Contract Manager for review and approval within sixty (60) days of the start of each Fiscal Year.

EXHIBIT A-1: STATEMENT OF WORK – OUT-OF-SCHOOL YOUTH

- 6.3.1.5 The Cost Allocation Plan shall be subject to review and approval by County.
 - 6.3.1.6 County will test Contractor(s)' Cost Allocation Plan during the normal course of monitoring to ensure Contractor's compliance with this Work Order and OMB Circular requirements (OMB Circular A-87). Contractor(s)' failure to comply may result in suspension of payment(s), suspension of the Work Order, termination of the Work Order or other remedies as determined by County under this Work Order or at law.
 - 6.3.1.7 Pursuant to record retention policies outlined Master Agreement, Paragraph 8.37, Record Retention and Inspection/Audit Settlement), Contractor(s) will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs associated with all Work under this Work Order.
- 6.4 Program Income Statement Report
 - 6.4.1 Program Income: Master Agreement Exhibit J, Definitions includes, but is not limited to:
 - 6.4.1.1 Income received by Contractor(s) or sub-contractor directly generated by a grant support activity, or earned only as a result of the grant agreement during the grant period. (WSD12-3);
 - 6.4.1.2 Income from usage or rental fees of real or personal property acquired with Work Order Funds;
 - 6.4.1.3 Interest income earned on funds received under WIA is included.
 - 6.4.2 Contractor(s) shall adhere to the Program Income requirements outlined in the applicable OMB Circulars and CFR that pertain to Contractor's organization (i.e., OMB Circular A-102, OMB Circular A-110 (2 CFR Part 215), Title 29 CFR Part 95, or Title 29 CFR Part 97).
 - 6.4.2.1 The use of Program Income requires prior written approval from County's Contract Manager.
 - 6.4.2.2 Contractor(s) shall prepare an annual Program Income Statement Report ("Report") on Master Agreement revenues versus expenditures, to identify the amount of Program Income. The Report shall be amended by Contractor(s) if adjustments are required due to any new information received after the filing of the Report.
 - 6.4.2.3 The Report shall be submitted along with the Closeout Report in the form, manner and timeline as designated by County.
- 6.5 Plan for Disposition of Program Income
 - 6.5.1 If Contractor(s) Program Income Statement Report identifies Program Income, Contractor(s) shall prepare and submit a Plan for Disposition of Program Income ("Plan"). The Plan shall be completed and submitted in the form and manner as designated by County within thirty (30) days after the Program Income Statement Report, as specified in 6.5, is due.

EXHIBIT A-1: STATEMENT OF WORK – OUT-OF-SCHOOL YOUTH

- 6.5.1.1 The Plan shall be reviewed by County for final approval. The Plan shall be amended by Contractor(s) as soon as possible if the Program Income Statement Report is amended.
 - 6.5.1.2 Program Income shall be spent on line items identified by Contractor(s) in the Plan (upon County's approval of the Plan).
- 6.5.2 Final Report on Disposition of Program Income
 - 6.5.2.1 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor(s) must submit a Final Report on Disposition of Program Income ("Final Report") to County in the form and manner designated by County.
 - 6.5.2.2 If the Final Report is not submitted on the scheduled date, County, in its sole discretion, shall extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Work Order.
- 6.6 Program Refunds and Rebates
 - Contractor(s) shall abide by the following:
 - 6.6.1 Any refunds or rebates to this program made during the period of performance of this Work Order shall abate expenditures and not be retained by Contractor(s) for other purposes.
 - 6.6.1.1 Examples of refunds and rebates include but are not limited to:
 - 1) Refunds for workers compensation payments,
 - 2) Vendor rebates, and
 - 3) Receipts from sale of property for which the County does not hold title.
 - 6.6.2 Any refunds or rebates related to this program made after submission of the final report must be remitted to the County.
 - Checks should be sent to:
Community and Senior Services-Financial Management Division
Fiscal Officer II
3175 West 6th Street
Los Angeles, CA, 90020
- 6.7 Contractor(s) shall adhere to single audit requirements pursuant to CSS directive number CD-12-2 dated August 20, 2012.
- 6.8 Contractor(s) shall submit copies of its latest required CPA prepared single audit conducted by an independent auditing firm as referenced in Los Angeles County Community and Senior Services (CSS) directive number CD-12-2 dated August 20, 2012, prior to execution of the Work Order. Pursuant to OMB Circular A-133, an annual single audit of all non-federal organizations receiving a combined total from all sources of at least \$500,000 in federal dollars is required. For purposes of this Work Order, the latest required audit shall cover program year 2012-13.

EXHIBIT A-1: STATEMENT OF WORK – OUT-OF-SCHOOL YOUTH

The audit cannot include a disclaimer opinion and must include a letter of acceptance from the funding source.

6.9 Contractor(s) shall not have any outstanding overpayments, audit and/or monitoring findings, including single audit reports, or questioned costs with CSS prior to execution of this Work Order. Resolving findings means CSS has accepted the Contractor(s)' corrective action plan, single audit report, and/or the Contractor has reimbursed CSS for questioned costs. Failure to comply with this provision will be grounds for not executing a Work Order.

6.10 A responsible Contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Work Order. It is the County's policy to conduct business only with responsible Contractors.

6.10.1 Pursuant to Chapter 2.202 of the County Code, the County may determine whether a Contractor(s) is responsible based on the review of the Contractor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Contractor(s) against public entities. Labor law violations which are the fault of the subcontractors and of which the Contractor(s) has knowledge shall be the basis of determination that the Contractor(s) is not responsible.

6.10.2 Contractors who at any time during the term of this Work Order are found to be in the County's Contractor Alert Reporting Database (CARD) will be deemed irresponsible and will result in termination of the Work Order. County will conduct ongoing reviews of the CARD system, and prior to any award of any Work Order.

7.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

7.1 Contractor (s) acknowledges that pursuant to EDD Information Notice Number WSIN12-9 dated September 27, 2012, the New CalJOBS and the California Workforce Services Network (CWSN) will replace both the current Job Training Automation (JTA) and the current CalJOBS systems, including Employer Contract Management System (ECMS), Participant Activity Support System (PASS), and the Activity Calendar and Event Scheduler (ACES). Upon implementation of the New CalJOBS, both JTA and CalJOBS will be archived and retired. Successful bids shall demonstrate the ability to fully utilize the CWSN and attend mandatory training as required.

7.2 Contractor(s) shall track the progress of Youth by properly recording all Youth data in the County authorized and approved Management Information System(s) (MIS). Currently the County utilizes the CalJOBS system, pursuant to *Section 1.5*. However, upon implementation of CWSN, as referenced in *Section 7.1* above, Contractor(s) shall transition to CWSN at the County's direction.

7.2.1 Contractor(s) may utilize third-party systems to record and collect Youth data; however, WIA funds shall not be utilized to cover this expense which includes but is not limited to: space costs, utilities, staff time, purchasing of equipment, and maintenance of equipment.

- 7.2.2 If Contractor(s) opts to utilize a third-party system to record and collect Youth data, Contractor(s) must ensure that the data is transferred or uploaded on a daily basis to the County authorized and approved MIS system.
- 7.3 Contractor(s) shall attend mandatory trainings and meetings as required once the system is launched and notification is received from the County.
- 7.4 Contractor(s) shall report all expenditures on an accrual basis and must complete and submit the Detailed Expenditure Report (DER), on a monthly basis, which will be provided by CSS and which includes actual and accrued expenditures by budget category. The DER is due by the 10th of each month to Finance Management Division.
- 7.5 Closeout Reports
 - 7.5.1 Within 30 days of the end of each Fiscal Year, Contractor(s) shall prepare and submit a Closeout Report in the form and manner designated by County. The Closeout Report shall include the minimum expenses and accruals as required in the State Directive WSD 12-3 Quarterly and Monthly Financial Reporting Requirement through the last day of the Fiscal Year.
 - 7.5.2 If this Work Order is terminated or cancelled prior to June 30th of any Fiscal Year, or the WIA Youth program ends, the Closeout Report shall be for that Work Order period which ends on the termination, cancellation, or program end date.
 - 7.5.3 Contractor(s) shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.
 - 7.5.4 Contractor(s) shall track all Work Order Funds and shall provide a comprehensive report of Work Order Funds during audits. Such records shall be maintained in accordance with record retention policies outlined in Master Agreement, Paragraph 8.37, Record Retention and Inspection/Audit Settlement.
 - 7.5.5 Contractor(s) shall maintain all records and reports, consistent with Master Agreement, Paragraph 8.3 Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of CSS, or their designee.
 - 7.5.6 All information, records, data elements, and print-outs collected and maintained for the operation of the Program and pertaining to WIA Title I Youth Program Youths (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Contract Paragraph 7.5 (Confidentiality); California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.

8.0 QUALITY CONTROL PLAN

- 8.1 Contractor(s) shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of Service throughout the term of this Contract. The QCP shall be retained on file at Contractor(s)' main

administrative office, and shall be provided to County immediately upon request. The QCP shall include, but not be limited to, the following:

- 8.1.1 The method of monitoring Contractor(s) is using to ensure that this Work Orders' requirements are being met.
- 8.1.2 Quality monitoring methods and activities to be implemented to assure the stated measureable performance outcomes and specified Work Order requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents.
- 8.1.3 Methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff are properly assured, supervised, and maintained during the life of the contract.
- 8.1.4 Methods for identifying, preventing and correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable, including quality improvement strategies and interventions.
- 8.1.5 A record of all inspections conducted by Contractor(s) any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. Contractor(s) shall maintain all records consistent with Master Agreement, Paragraph 8.37, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of CSS, or their designee.

9.0 MANAGEMENT INFORMATION SYSTEMS

- 9.1 As specified previously in Section 7.2, Contractor(s) shall track the progress of Youth by properly recording all Youth data in the County authorized and approved Management Information System(s) (MIS). Contractor(s) is also required to have an internet compatible computer system-internet gateway, and to ensure equipment is in working condition in order to operate the system. Contractor(s) shall be responsible for its own data and service delivery input into the statewide automated case management system.
 - 9.1.1 Contractor(s) shall assign a primary MIS contact for Youth data issues and problems. A back-up employee must be designated to act on behalf of the primary MIS contact person in the event of his or her absence.
 - 9.1.2 Contractor(s) shall inform County of the name of the Contractor(s)' primary MIS person contact and back-up within two (2) weeks of any reassignment or substitution.
 - 9.1.3 Contractor(s) shall ensure that data collection related to case management activities and the tracking and recording of WIA performance is captured in the statewide automated case management system and in accordance with appropriate federal, State, LACWIB and County regulations, policies and protocols.

- 9.1.4 Contractor(s) shall ensure that all MIS staff are properly trained to operate the MIS system and attend all MIS training courses provided by the County and that MIS operations are in compliance with all applicable regulations.
- 9.2 Contract Management System (CMS): County has developed the Contract Management System Gateway (“System”), an automated system that allows County to electronically administer and manage the work specified in this Work Order. County has implemented the System and Contractor(s) shall use the System to perform its administrative contracting functions as directed by the County.
 - 9.2.1 County has established policies concerning the access, use and maintenance of the System. Contractor(s) shall adhere to these policies, which include Master Agreement, Exhibit R, Contract Management System – Contractors Gateway Terms and Conditions of Use instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor(s) noncompliance with these policies may subject them to denial of access to the System, suspension of payment(s), termination of the Work Order, and/or other actions which County may take at its sole discretion under the terms of this Work Order, the terms of the Master Agreement, or applicable law or regulation.
- 9.3 County has also developed an internal web-based system that is often used in conjunction with the CalJOBS system. Contractor(s) will be required to enter data in this system as directed by County. (*See Section 1.5*)

10.0 TRAINING

- 10.1 Contractor(s) is responsible for ensuring its staff, including both employees and volunteers, both existing and new, are properly trained in all areas related to providing Services for the WIA Title I Youth Program. Staff must be qualified, sufficient in number to deliver the Service(s) adequately, and capable of establishing effective communication with the Youths as well as other WIA network Contractor(s).
- 10.2 Contractor(s) shall develop and implement an internal staff training policy, including orientation to all new staff (which shall include employees and volunteers).
- 10.3 Contractor(s)’ Executive Director, or equivalent position, shall ensure that all appropriate Contractor(s) employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor(s) benefit. Further, Contractor(s) shall ensure that, at a minimum, a designated, paid employee represents Contractor(s) at each training session. Contractor(s) may also attend training opportunities outside of Los Angeles County at Contractor(s) own expense that Contractor(s) reasonably deems to be beneficial for the delivery of WIA Title I Youth Program Youth Services. Failure to attend mandated trainings shall be considered non-compliance with this Work Order, and may result in further action pursuant to Master Agreement Paragraph 9.12 (Probation and Suspension), and any other applicable Master Agreement provisions.
- 10.4 Contractor(s) Executive Director or authorized designee shall attend all mandated trainings called by County. Contractor shall be given advance notice of

all scheduled trainings with County. Failure to attend mandated trainings shall be considered non-compliant with the Work Order, and may result in further action pursuant to Paragraph 9.12 (Probation and Suspension), and any other applicable Master Agreement provisions.

- 10.5 Contractor(s) staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County and held at a County facility or another site, as determined by the County.

11.0 MEETINGS

- 11.1 Contractor(s) Executive Director or authorized designee shall attend all mandated meetings called by County. Contractor(s) shall be given 3-5 days advance notice of all scheduled meetings with County. Failure to attend mandated meetings shall be considered non-compliance with the Master Agreement and may result in further action pursuant to Master Agreement Paragraph 9.12 (Probation and Suspension), and any other applicable Contract provisions.

11.1.1 Examples of required meetings include but are not limited to:

- 1) Appropriate LACWIB meetings (i.e., WIB Executive, Performance & Quality Assurance)
- 2) WIA Executive Directors' meetings
- 3) WIA Stats
- 4) WIA Quarterly Contractor meetings
- 5) Program specific launch meetings

- 11.2 Contractor(s) staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided herein. These meetings may be called by County and held at a County facility or another site, as determined by County. Contractor(s) may also choose to attend educational or training opportunities outside of Los Angeles County at Contractor's own expense that Contractor(s) reasonably deems to be beneficial for the delivery of Youth services, as well as other meetings designated by County.

- 11.3 **Out of Town Travel:** Contractor(s) must limit travel expenditures under this Work Order to two (2) staff at all times. Contractor(s) must not incur any expenditure for travel outside Los Angeles County under this Work Order without prior written approval of County. Any such expenditures must be program related. Expenditure of funds without prior approval will result in withheld payment, or may be deemed a disallowed cost.

12.0 UNUSUAL OCCURRENCES/CRIME

- 12.1 Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes, or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of WIA Title I Youth Program Youths, personnel or visitors shall be reported by the Contractor(s) within twenty-four (24)

hours to the local health officer by telephone and confirmed in writing, and also to County by telephone and also in writing or email.

- 12.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractor(s) within twenty-four (24) hours to the local police or sheriff department by telephone and confirmed by filing a police report, and also to CSS by telephone and confirmed by providing a copy of a filed police report. The Contractor(s) shall prepare and retain an incident report on file, and shall include a copy of the filed police report. Contractor(s) shall maintain all such police reports in a manner consistent with Master Agreement Paragraph 8.38 (Record Retention and Inspection/Audit Settlement. The Contractor(s) shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

13.0 EMERGENCY AND DISASTER PREPAREDNESS

- 13.1 Notwithstanding Contractor(s)' and County's contractual objective to provide Services to eligible persons, Contractor(s) shall make Services available to any person impacted by a nationally- or state-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

13.1.1 Contractor(s) must have a written emergency plan on file describing how Services will be maintained in the event of a disaster or emergency.

- 13.2 Contractor(s) shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor(s) will reduce the adverse impact of any emergency event, as referenced in 13.1, to WIA Youth Title I Program Youths as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor(s) shall make the BCP available to its employees, volunteers, and Sub-contractors, for reference before, during, and after such emergency event disruptions.

14.0 LICENSES AND CERTIFICATIONS

- 14.1 Contractor(s) shall obtain and maintain, during the term of this Work Order, for Contractor(s) and all staff, all appropriate licenses, permits and certificates required by all applicable County, State of California and/or federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder such as Business Licenses, Fire Department Inspection Reports, Certificates of Insurance as indicated in Master Agreement Paragraph 8.24 (General Provisions of All Insurance Coverage) and Paragraph 8.25 (Insurance Coverage).

- 14.2 Prior to the execution of this Work Order, and in cases of new staff or staff with updated licenses, permits or certifications, Contractor(s) shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update.

Copies shall be sent to County's Contract Manager listed in Master Agreement Exhibit A (County's Administration) of the Work Order.

15.0 LOCATION OF SERVICE AND HOURS OF OPERATION

- 15.1 Contractor(s) shall maintain an office in Los Angeles County.

- 15.2 Contractor(s)' office shall be open a minimum eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding County observed holidays.
- 15.3 Contractor(s) shall publicly display at all Contractor(s) office locations/sites the days and hours of operation for the provision of contracted Services. Contractor(s) shall ensure that availability for WIA Title I OSY Program Services is appropriate for the demographics associated with the service area (site location).
- 15.4 Contractor(s) shall inform County in writing and receive a written County approval at least sixty (60) days prior to relocation of Contractor(s)' office or site location(s).
- 15.5 Contractor(s) shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor(s) shall comply with the Americans with Disabilities Act of 1990, as amended.
- 15.6 Prior to modifying or terminating Services, or revising hours of service delivery at a previously designated location(s), and before commencing such Services at any other location, Contractor(s) shall obtain written consent of the County, and shall comply with Master Agreement Paragraph 9.8 (Modifications), as applicable.
- 15.7 Safety and Working Conditions
 - 15.7.1 Contractor(s) shall observe all applicable local, State and federal health and safety standards. Contractor(s) shall ensure that all employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive Services under conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

16.0 GREEN INITIATIVES

- 16.1 Contractor(s) shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 16.2 Contractor(s) shall notify County's Contract Manager of Contractor(s)' green initiatives prior to commencement of this Work Order.

17.0 CONTRACT DOCUMENT DELIVERABLES

- 17.1 Contractor(s) shall also complete and submit to the County certain other deliverable documents as specified herein. Prior to the commencement of this Work Order and annually thereafter (or as otherwise established by County), Contractor(s) shall submit the following deliverables in the form and manner that is prescribed by County: Contract Compliance Documents, Business Forms, Reporting Documents, and other documents requested from time to time by County or its designee(s):

- 17.1.1 Contract Compliance Documents (as described in Sub-paragraph 17.3)
- 17.1.2 Business Forms (as described in Sub-paragraph 17.4)
- 17.1.3 Reporting Documents (as described in Sub-paragraph 17.5)
- 17.1.4 Other Documents: During the term of this Work Order, the County or its designee(s) may request from time to time additional documents from Contractor(s), and Contractor(s) shall adhere to County's request for such documents.
- 17.2 Contractor(s)' failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.
- 17.3 Contract Compliance Documents: Contractor(s) shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents prior to the commencement of the Work Order, and thereafter when requested by County:
 - 17.3.1 Certificate of Insurance: Contractor(s) shall provide such Certificate pursuant to the requirements outlined in Contract Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage).
 - 17.3.2 Business License: Contractor(s) shall provide a current copy of its Business License as issued by its state's Secretary of State on an annual basis.
 - 17.3.4 Fire Department Inspection Report: For each service site that Youth will visit, Contractor(s) shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by the Contractor(s)' local fire department and Contractor(s) shall obtain a written Report of the inspection which shall be provided to County. In the event that violations are noted on the Report, Contractor(s) shall ensure that it complies with all corrective measures as directed by the fire department. Contractor(s) shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.
- 17.4 Business Forms: Contractor(s) shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms prior to the commencement of the Work Order, and thereafter when requested by County:
 - 17.4.1 Board of Directors' Resolution: The Resolution provides written evidence to support the delegated authority that Contractor(s)' organization has vested in its Authorized Representative, who will act on behalf of the Contractor(s) pursuant to Master Agreement Paragraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements:
 - 17.4.1.1 If Contractor(s) is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor(s) shall submit a copy of its

resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors) to County. If Contractor(s) is a private nonprofit entity, Contractor(s) shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.

- 17.4.1.2 Contractor(s)' resolution, order, motion or other authorization shall contain the following elements: reference this Work Order number; authorize execution of this Work Order; identifies Authorized Representative who will execute the original Work Order and any subsequent amendments to this Work Order; and, approve and accept Work Order funds. In the event that there is a change in Contractor(s)' Authorized Representative, Contractor(s) shall notify County within five (5) days of the change pursuant to Master Agreement Paragraph 8.34 (Notices), and shall provide a revised resolution, order, motion or other authorization which reflects the new Authorized Representative.
- 17.4.2 Articles of Incorporation: These documents shall reflect Contractor(s)' legal name; and, County shall use these as verification of Contractor(s)' name. In the event there are any amendments, Contractor(s) shall so notify County within five (5) days of said amendment being enacted.
- 17.4.3 By-Laws: The internal rules which govern Contractor(s)' organization and are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. Contractor(s) shall notify County in writing within five (5) days of the enactment of any amendments to its By-Laws.
- 17.4.4 Tax Exempt Status Letter: Written documentation that is obtained from the Internal Revenue Service, evidencing Contractor(s)' tax exempt status. Contractor(s) shall notify County in writing within five (5) days of any change in its tax exempt status.
- 17.4.5 Organization Chart: Diagram of the Contractor(s)' structure which outlines the hierarchy, relationships and relative ranks of its parts and positions/jobs. Contractor(s) shall notify County in writing within five (5) days of any change in its organization chart.
- 17.4.6 Subcontract(s): Third-party agreement as defined in Master Agreement Paragraph 8.40 (Subcontracting). Contractor(s) shall notify County in writing within five (5) days of the enactment of any amendments to its subcontracts.
- 17.4.7 Complaints: Contractor(s) shall provide its policy and procedures for receiving investigating and responding to Youth complaints pursuant to the requirements outlined in Master Agreement Paragraph 8.5 (Complaints).
- 17.5 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents prior to the commencement of the Work Order, and thereafter when requested by County:

- 17.5.1 Cost Allocation Plan: This Plan shall adhere to the requirements outlined in Sub-paragraph 6.3 (Cost Allocation Plan for Reimbursement Activities) above.
- 17.5.2 Closeout Report: This Report shall adhere to the requirements outlined in Sub-paragraph 7.5 (Close-Out Reports) above.
- 17.5.3 Program Income Statement Report: This Report shall adhere to the requirements outlined in Sub-paragraph 6.5 (Program Income Statement Report) above.
- 17.5.4 Other Reporting Documents which County may request from time to time relating to Contractor's performance, Work, Services. County shall not be unreasonable in its request.

18.0 OTHER PROVISIONS

18.1 PROGRAM SUPERVISION, MONITORING AND REVIEW

- 18.1.1 Services hereunder shall be provided by Contractor(s) under the general supervision of County. County shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. Contractor(s) agrees to extend to County, to authorized State representatives, and to authorized federal representatives, the right to review and monitor Contractor(s)' facilities, programs, records, or procedures at the discretion of County, State and federal representatives. Contractor (s) shall maintain all records and reports, consistent with Master Agreement, Paragraph 8.37, Record Retentions and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized County, State or federal representatives.